

PARCEL #: 452-25-003

**RECORDING AT THE REQUEST OF, AND
WHEN RECORDED, RETURN TO:**

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004
Attn: Network Real Estate Administration

Re: Cell Site #: 67834
Cell Site Name: CL195 Fire Station #4 (OH)
Fixed Asset Number: 10069806
State: OH
County: Cuyahoga

**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this ____ day of _____, 201__, by and between City of Parma, an Ohio municipal corporation, having a mailing address at 6611 Ridge Road, Parma, OH 44129 (hereinafter referred to as "**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to AT&T Wireless PCS, Inc., by and through its agent Wireless PCS, Inc., a Delaware corporation, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004; with a copy to 15 East Midland Avenue, Paramus, NJ 07652 (hereinafter referred to as "**Licensee**").

1. Licensor and Licensee (or their predecessors in interest) entered into a certain License Agreement dated July 30, 1997, as amended by that certain First Amendment to License Agreement dated _____, 201__ (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Licensor's real property located in the City of Parma, County of

Cuyahoga, commonly known as 3000 West Pleasant Valley Road. All of the foregoing are set forth in the Agreement.

2. The New Initial Term will be five (5) years ("**New Initial Term**") commencing on September 1, 2012, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Licensee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSOR:
City of Parma,
an Ohio municipal corporation

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Tim DeGeeter, Mayor

By: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

By: _____
Brian Higgins, Service Director

Date: _____

Witnesses:

Witnesses:

Sign: _____

Sign: _____

Name: _____

Name: _____

Sign: _____

Sign: _____

Name: _____

Name: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Tim DeGeeter** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Mayor of City of Parma**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

My appointment expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Brian Higgins** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Service Director of City of Parma**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

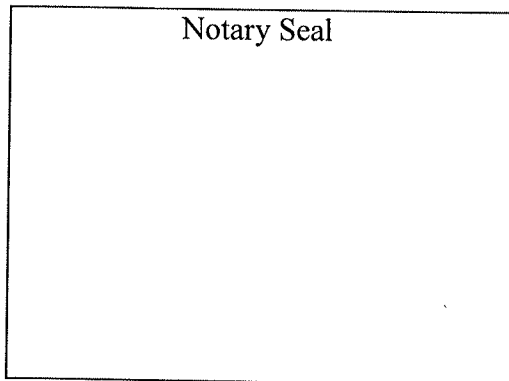
My appointment expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

THIS INSTRUMENT PREPARED BY:

Md7, LLC
Michael Fraunces, President
10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 3000 West Pleasant Valley Road, Parma, OH 44134

Parcel #: 452-25-003

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

Situated in the City of Parma, County of Cuyahoga and State of Ohio, and known as being part of Original Parma Township Lot No. 31, Ely Tract, and bounded and described as follows: Beginning on the original center line of Pleasant Valley Road at its intersection with the Southerly prolongation of the Easterly line of the M. C. Tiedt Subdivision of a part of Original Parma Township Lot No. 31, Ely Tract, as shown by the recorded plat in Volume 171 of Maps, Page 18 of Cuyahoga County Records, said point being distant due East 223.97 feet, as measured along said original center line from its intersection with the center line of Hoertz Road; thence North 00 deg. 20' 00'' East along the Southerly prolongation of the Easterly line of said Subdivision, a distance of 23.11 feet to its intersection with the center line of Pleasant Valley Road, shown as reestablished in Volume 130 of Maps, Page 622 of Cuyahoga County Records, said point being also the principal place of beginning of the premises herein intended to be described;

Course No. 1: Thence North 00 deg. 20' 00'' East along said Southerly prolongation and along the Easterly line of said Subdivision, a distance of 276.90 feet to its intersection with a line drawn parallel to and distant 300.00 feet Northerly by rectangular measurement from the aforementioned original center line of Pleasant Valley Road;

Course No. 2: Thence due East along said parallel line, a distance of 228.25 feet;

Course No. 3: Thence due South, a distance of 298.85 feet to a point in the center line of Pleasant Valley Road, shown reestablished as aforementioned;

Course No. 4: Thence Northwesterly along said reestablished center line of Pleasant Valley Road, being along the arce of a curve deflecting to the right, a distance of 231.05 feet, said curved line having a radius of 1909.86 feet and a chord which bears North 84 deg. 32' 37'' West a distance of 230.91 feet to the principal place of beginning, and containing 66485.9 square feet of land or 1.5263 acres of which 6929.4 square feet of land or 0.1590 acre lies within the Northerly one-half of Pleasant Valley Road, 60 feet wide, as reestablished, according to the survey of George M. Garrett and Associates, Registered Engineers and Surveyors, be the same more or less, but nevertheless, subject to all legal highways, as now recorded in Volume 182 of Maps, Page 10 of Cuyahoga County Records.